



County of San Bernardino

F A S

STANDARD CONTRACT

AMENDMENT NO. 9

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code <b>BURRTEC612B</b>		SC	Dent SWM	Contract Number <b>01-237 A -9</b>																									
County Department <b>DPW – Solid Waste Management Division</b>				Dept. <b>SWM</b>	Orgn. <b>SWM</b>	Contractor's License No.																									
County Department Contract Representative <b>Peter H. Wulfman, Division Manager</b>				Telephone <b>386-8703</b>		Total Contract Amount																									
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:																															
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers to not encumber this contract amendment. The original contract amount was not encumbered and since this contract amendment amount includes estimates based upon unit pricing, not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.																															
Commodity Code			Contract Start Date <b>7/1/01</b>	Contract End Date <b>6/30/08</b>	Original Amount Adjusted Annually per Contract		Amendment Amount																								
Fund <b>EAA</b>	Dept. <b>SWM</b>	Organization <b>SWM</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>53R62253</b>		Amount <b>\$298,000.00</b>																								
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount																								
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount																								
Project Name  Services related to additional handling and disposal outside the Disposal System of Bark Beetle Waste  Contract Type: Contract language approved by Risk Management.				Estimated Payment Total by Fiscal Year <table border="1"> <thead> <tr> <th>FY</th> <th>Amount</th> <th>I/D</th> <th>FY</th> <th>Amount</th> <th>I/D</th> </tr> </thead> <tbody> <tr> <td>03/04</td> <td>\$298,000.00</td> <td>I</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				FY	Amount	I/D	FY	Amount	I/D	03/04	\$298,000.00	I															
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03/04	\$298,000.00	I																													

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

BURRTEC WASTE INDUSTRIES, INC.

hereinafter called

CONTRACTOR/CONSULTANT

Address

9890 CHERRY AVE.

FONTANA, CA 92335

Phone

909-429-4200

Birth Date

Federal ID No.

95-3396612

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

This Amendment No. 9, in the not to exceed amount of \$298,000, is entered into between the County of San Bernardino ("County") and Burrtec Waste Industries, Inc., a California Corporation ("Contractor"), in relation to Contract No. 01-237 entered into between the parties on March 27, 2001 ("Contract").



## RECITALS

- A. Pursuant to the Contract, Contractor is to provide the day-to-day operation of the County's landfills and transfer stations, commencing on July 1, 2001.
- B. The parties entered into Amendment No. 1 to the Contract to specify that pending the commencement of routine operations of the Big Bear Transfer Station and the cessation of the acceptance of solid waste at the Big Bear Landfill: (i) the Contractor's scope of work included the operation of the Big Bear Landfill; and (ii) the Contractor's compensation was correspondingly adjusted.
- C. The parties entered into Amendment No's. 2 – 4 to the Contract to extend the cancellation date for the Contractor's rights and obligation to deliver solid waste pursuant to the terms of Article 19 of the Contract from October 16, 2001 to, ultimately, March 19, 2002.
- D. The parties entered into Amendment No. 5 to the Contract to expand the scope of services being performed by the Contractor to include the pumping, hauling, and disposal of excess septic waste from the Barstow and Landers landfills and to provide a compensation rate for such pumping, hauling, and disposal services.
- E. The parties entered into Amendment No. 6 to the Contract to amend the scope of services to include special procedures regarding the disposal of the carcasses of the poultry and eggs associated with the Exotic Newcastle Disease and to adjust the compensation of Contractor for providing such services.
- F. The parties entered into Amendment No. 7 to the Contract to amend the scope of services related to trees and related wood products brought to the Heaps Peak Transfer Station as a result of the Bark Beetle infestation ("Bark Beetle Waste") to provide that such Waste is to be chipped or otherwise handled and disposed of outside of the County's Solid Waste Disposal System. Except to the extent provided in this Amendment, Contractor is to receive compensation for such services in the same amount, and calculated in the same way, as though Bark Beetle Waste were any other solid waste delivered to the Heaps Peak Transfer Station and subsequently disposed of at the San Timoteo Landfill.
- G. The parties entered into Amendment No. 8 to the Contract to increase the compensation to the Contractor for special procedures required for disposal of the carcasses of the diseased poultry and eggs associated with the Exotic Newcastle Disease.

NOW, THEREFORE, based on the forgoing recitals and the following covenants and conditions, the parties hereby agree as follows:

1. Compensation for Special Procedures Required for Disposal of Bark Beetle Waste. Section 5.11 of the Contract, entitled "Special Procedures Required for Disposal of Bark Beetle Waste", is amended to read as follows:

**5.11.1 Special Procedures Required for Disposal of Bark Beetle Waste.** Compensation, in a total amount not to exceed \$774,800, for the special procedures required for the handling and disposal outside of the Disposal System of Bark Beetle Waste will be determined as to each ton of such Waste in the same manner as the compensation due for a ton of "normal" solid waste delivered to the Heaps Peak Transfer Station where such waste is disposed of at the San Timoteo Landfill (i.e., at the per ton rate set forth in the last column of Table 2 [namely \$22.00 and \$7.80], as previously or hereinafter adjusted pursuant to the provisions of Article 5). At the end of each month, Contractor shall invoice the County for the compensation due for the Bark Beetle Waste actually disposed of (which as specified in Section D8A of Exhibit D shall be outside the Disposal System) in the previous month and the County shall pay such invoice within thirty (30) days of acceptance. Each invoice shall be substantiated by submission of the following monthly tonnage amounts: total solid waste and Bark Beetle Waste delivered to Heaps Peak Transfer Station; total solid waste delivered to San Timoteo Landfill from the Heaps Peaks Transfer Station; and total Bark Beetle Waste delivered to non- Disposal System disposal sites.

In calculating the Facility Tonnage Compensation Adjustment (and so the Total Tonnage Compensation Adjustment) provided for in Section 5.5 of the Contract, the tonnage of the Bark Beetle Waste handled pursuant to the provisions set forth in Amendments No. 7 and No. 9 shall not be considered as part of the "actual tonnage of Solid Waste received" at any facility within the Disposal System, including without limit either the Heaps Peak Transfer Station or the San Timoteo Landfill.

2. Scope of Amendment No. 9. Except as previously amended and as amended in Section 1 of this Amendment No. 9, each and every other provision of the Contract shall remain in full force and effect and shall apply to the extended Scope of Work set forth herein.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

BURRTEC WASTE INDUSTRIES, INC.  
(Print or type name of corporation, company, contractor, etc.)

By: ► \_\_\_\_\_  
(Authorized signature - **sign in blue ink**)

Name: ERIC HERBERT  
(Print or type name of person signing contract)

Title: VICE PRESIDENT  
\_\_\_\_\_  
(Print or Type)

Dated: JUNE , 2003  
\_\_\_\_\_

Address: 9890 CHERRY AVENUE  
\_\_\_\_\_  
FONTANA, CA 92335  
\_\_\_\_\_

Approved as to Legal Form  ► _____ County Counsel  Date _____	Reviewed by Contract Compliance  ► _____  Date _____	Presented to BOS for Signature  ► _____ Department Head  Date _____
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**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By